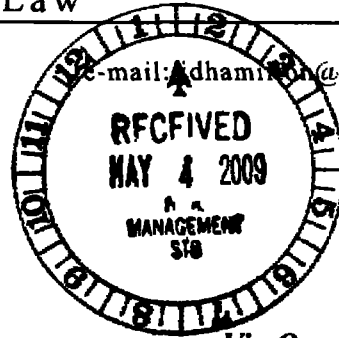


ROSS, BANKS, MAY, CRON & CAVIN, P.C.  
Attorneys at Law

Jim D. Hamilton  
Shareholder  
- Also Licensed in Colorado

April 30, 2009



e-mail: [jdh@rossbanks.com](mailto:jdh@rossbanks.com)

Secretary  
Surface Transportation Board  
395 "E" St. SW  
Washington, D.C. 20423

Via Overnight Delivery

Re: That certain note in the original principal amount of \$3,700,000.00 executed by GLNX Corporation and payable to Green Bank, N.A. ("Loan")  
Our File No. **4213-004**

Dear Sir/Madam:

On behalf of Green Bank, N.A., I hereby submit for filing and recording an executed original of a primary document, not previously recorded, entitled Railroad Car Mortgage, Security Agreement, Assignment of Interest in Leases and Financing Statement {"Mortgage"} dated **January 27, 2009**.

The parties to the Mortgage are:

Green Bank, N.A., as Mortgagee  
4000 Greenbriar  
Houston, Texas 77098

Warner W. Abel, Jr. and wife Kathryn A. Abel  
38 Galway Place  
The Woodlands, Montgomery County, Texas 77382

RECORDATION NO 27929 FILED

MAY 04 '09

**3-50 PM**

**SURFACE TRANSPORTATION BOARD**

A short summary of the Mortgage is as follows:

Railroad Car Mortgage. Security Agreement, Assignment of Interest in Leases and Financing Statement dated **January 27, 2009** between Green Bank, N.A., as Mortgagee and Warner W. Abel, Jr. and wife Kathryn A. Abel, collectively referred to herein as Mortgagor, covering the **nine (9)** railroad cars described in the attached Exhibit "A" and assignment of any management agreements and/or any leases of the Railcars now, or hereinafter, applicable to all or any portion of the above-described railroad cars.

Secretary  
Surface Transportation Board

U.S. DEPARTMENT OF TRANSPORTATION

Page | 2

The said Mortgage, among other things, acts to grant a security interest by the Mortgagor in and to the **nine (9)** railroad cars described in the attached Exhibit "A" and assignment of any management agreements and/or any leases of the Railcars now, or hereinafter, applicable to all or any portion of the above-described railroad cars.

Enclosed is a check in the amount of **\$41.00** in payment of the filing fee. The file-stamped copy of the Mortgage should be returned to the undersigned.

Thank you for your assistance and please do not hesitate to contact me should you have any questions or need additional information.

Very Truly Yours,



Rachel Eastland  
Assistant to Jim D. Hamilton

Enclosure(s)

MAY 04 '09

3-50 PM

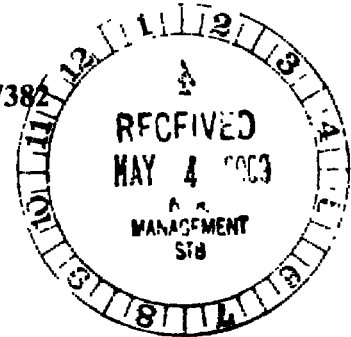
SURFACE TRANSPORTATION BOARD

**RAILROAD CAR MORTGAGE, SECURITY AGREEMENT  
ASSIGNMENT OF INTEREST IN LEASES  
AND FINANCING STATEMENT**

**MORTGAGOR:** Warner W. Abel, Jr. and wife Kathryn A. Abel  
38 Galway Place  
The Woodlands, Montgomery County, Texas 77382

**MORTGAGEE:** Green Bank, N.A.  
4000 Greenbriar  
Houston, Texas 77098

**DEBTOR:** GLNX Corporation  
2201 Timberloch Place, Suite 125  
The Woodlands, Texas 77380



**COLLATERAL:** All of Mortgagor's interest (whether ownership or otherwise, and whether presently existing or hereafter acquired) in the **Nine (9)** Rail Cars, described in the attached Exhibit "A" and any leases and management agreements relating thereto.

**RAILROAD CAR MORTGAGE, SECURITY AGREEMENT,  
ASSIGNMENT OF INTEREST IN LEASES AND  
FINANCING STATEMENT**

Date: January 27, 2009

THIS RAILROAD CAR MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF INTEREST IN LEASES AND FINANCING STATEMENT ("Agreement") made and entered into by and between Green Bank, N.A., whose address is 4000 Greenbriar, Houston, Texas 77098 (whether one or more "Secured Parties") and Warner W. Abel, Jr. and wife Kathryn A. Abel (whether one or more "Mortgagor"), whose address is 38 Galway Place, The Woodlands, Montgomery County, Texas 77382, as follows:

**1. Indebtedness.** The Security Interest (defined below) is herein created to secure all obligations and indebtedness to Secured Party, direct or indirect, related or unrelated, now existing or hereafter arising, of whatsoever kind or character, whenever or however created or incurred of GLNX Corporation ("Debtor") including, but not limited to, those provided for in that certain note in the original principal amount of \$3,700,000.00 payable to Green Bank, N.A. ("Note"), together with all renewals, extensions and rearrangements thereof (the "Indebtedness").

**2. Agreement and Collateral.** For value received, Mortgagor hereby grants to Secured Party a security interest ("Security Interest") in the following described railroad cars and certain

leases relating thereto, together with the additional property described in paragraph 3F hereof ("Collateral"), to-wit:

- (i) Railcars: the **nine (9)** rail cars, all bearing the numbers set forth in Exhibit "A" attached hereto and made a part hereof for all purposes and management agreements relating thereto;
- (ii) The rights of the Mortgagor under certain lease agreements now, or hereinafter, applicable to all or any portion of the above-described rail cars, including, but not limited to, those certain lease agreements (herein collectively the "Lease Agreements") described in the Lease Certificate of even date herewith, and all amendments to such agreements;
- (iii) All Accounts, all Commercial Tort Claims, all Chattel Paper (whether Tangible or Electronic), all General Intangibles, all Instruments and Proceeds, as those terms are defined in the UCC, and all books and records relating to or arising out of any of the items described in items (i) and (ii) above, and all files, correspondence, computer programs, tapes, discs and related data processing software owned by the Mortgagor in which the Mortgagor has an interest, and which contains the information concerning or relating to any of the foregoing, as they relate to any of the items described in subsections (i) and (ii) above.

"UCC" means Uniform Commercial Code as in effect in the State of Texas, as the same has been or may be amended or revised from time to time.

### **3. Mortgagor's Warranties, Covenants and Further Agreements.**

**A. Title.** Except for the Security Interest, Mortgagor owns or on acquisition will own, the Collateral free from any lien, security interest, encumbrance or claim (except liens for current taxes not due) and Mortgagor will, at Mortgagor's cost, keep the Collateral free from any other lien, security interest, encumbrance or claim, and defend the Security Interest and Mortgagor's rights in the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein. Mortgagor is the duly registered owner of the Collateral pursuant to a proper registration under the Revised Interstate Commerce Act, as amended, and Mortgagor qualifies in all respects as a citizen of the United States as defined in said Act. Mortgagor has the power and authority to execute and deliver this Agreement. The execution, delivery, and performance of this Agreement by Mortgagor do not and will not violate any law or any rule, regulation or order of any governmental authority. This Agreement and any instrument or document which is, or shall be, included in the Collateral is, and shall be, genuine and legally enforceable and free from any setoff, counterclaim, or defense.

(THIS AGREEMENT INCLUDES THE PROVISIONS ON PAGES 2 - 8 HEREOF.)

**B. Recorded Instruments.** No conveyance, financing statement or other instrument affecting Mortgagor's title to the Collateral or any part thereof is on file in any public office. At Secured Party's request Mortgagor will execute all financing statements and other instruments and take all other actions deemed necessary by Secured Party to perfect the Security Interest and Mortgagor will pay all costs thereof. A carbon, photographic or other reproduction of this Agreement or of any financing statement covering the Collateral shall be sufficient as a financing statement and may be filed as a financing statement. The address of Mortgagor designated at the beginning of this Agreement is Mortgagor's place of business if Mortgagor has only one place of business; Mortgagor's chief executive office if Mortgagor has more than one place of business; or Mortgagor's residence if Mortgagor has no place of business.

**C. Assignment.** Other than in the ordinary course of business, Mortgagor will not sell, lease, rent, charter, or otherwise dispose of all or part of the Collateral. Secured Party may assign or transfer all or part of its rights in, and obligations, if any, under the Indebtedness, the Collateral and this Agreement.

**D. Insurance.** Mortgagor shall be responsible for any loss of or damage to the Collateral. Mortgagor shall at its own expense insure the Collateral against property damage and carry insurance against public liability in such amounts and with such insurers as are acceptable to Secured Party. Mortgagor shall name Secured Party or cause Secured Party to be named as an additional insured under all policies of liability insurance and as the mortgagee and loss payee under all policies of casualty insurance. Secured Party is hereby authorized in its own name and in the name of Mortgagor to collect, adjust, and settle any claims under any policies of casualty insurance and to endorse any checks, drafts, or instruments in connection therewith. Secured Party may apply any proceeds from casualty insurance to the Indebtedness in such manner as Secured Party may elect. All policies of insurance shall provide for written notice to Secured Party at least THIRTY (30) days prior to cancellation. If Mortgagor fails to obtain or maintain any insurance required hereunder or fails to provide evidence of such insurance in form and content satisfactory to Secured Party, Secured Party, at its option and in addition to its other remedies, may obtain substitute insurance, or may obtain insurance that covers only the Secured Party's interest in the Collateral. Secured Party may add to the Indebtedness the premium advanced by Secured Party for any such insurance, and may charge interest on the amount of such premium at the maximum rate permitted by applicable law.

**E. Maintenance.** Mortgagor will maintain and keep the Collateral in good condition and repair and will maintain, service, repair, overhaul, and test the Collateral so as to keep the Collateral in good operating condition in conformity with any applicable mandatory manufacturer's operating manual, instructions or service bulletins and the Collateral shall be maintained in good standing at all times under all applicable federal and state law. Mortgagor agrees that the Collateral will not be maintained, used, or operated in violation of any policy of insurance or any law or any rule, regulation, or order of any governmental authority having jurisdiction. Mortgagor will maintain all records, logs, and other materials required by applicable state and federal law and regulation to be maintained in respect of the Collateral, and Secured Party or its agents shall have the right to inspect the Collateral and examine, audit, and copy all records, logs, and other

material relating to the Collateral. Mortgagor will not enter into any maintenance interchange or pooling arrangement affecting the Security Interest in the Collateral, or any part thereof. At any time Mortgagor shall furnish reports, data and financial statements, including audits by independent public accountants, in respect of the Collateral and Mortgagor's business and financial condition, as Secured Party may require. Mortgagor will pay promptly when due all taxes and assessments on the Collateral or for its use and operation and all costs, expenses and insurance premiums necessary to preserve, protect, maintain and collect the Collateral. Secured Party may, at its option, discharge such costs, expenses, and premiums for the repair, maintenance, and preservation of the Collateral, and all sums so expended shall be part of the Indebtedness and shall bear interest at the maximum rate permitted by applicable law.

**F. Additional Property.** The Collateral includes (i) all products and proceeds of, accessions to, and substitutions and replacements for, the property described in Paragraph 2 above and all leases, subleases, rental agreements, charter agreements, and other agreements relating to the property described in Paragraph 2 above, including, but not limited to, Mortgagor's right to receive any and all rents, lease payments, fees or other amounts under such leases, subleases or agreements, and (ii) all books, logs, records, registrations, schedules, and warranties that relate to the Collateral. Secured Party shall have the right to set off and apply against the Indebtedness or any part thereof at any time, without notice to Mortgagor, any and all deposits or other sums at any time credited by or due from Secured Party to Mortgagor, whether in a special account or other account or represented by a certificate of deposit (whether or not matured), which deposits and other sums shall at all times constitute additional security for the Indebtedness. Mortgagor will immediately deliver all additional property to Secured Party upon receipt by Mortgagor, with proper instruments of transfer and assignment, if possession by Secured Party is necessary to perfect Secured Party's Security Interest or if otherwise required pursuant to this Agreement. The Collateral shall not include, in the case of consumer goods, any after-acquired property other than accessions and property acquired within TEN (10) days after Secured Party has given value to Mortgagor.

**G. Change of Location.** Mortgagor agrees that the Collateral will normally not be operated or located outside the FORTY-EIGHT (48) states constituting the continental United States. Notwithstanding the foregoing, the Mortgagor has advised the Secured Party that, from time to time, its ordinary customers may seek to route elements of the Collateral to Alaska, Canada and Mexico. The Mortgagor warrants that should any of the Collateral be routed to Mexico, the obligation of the party using the Collateral in Mexico shall impose upon that party full responsibility for all wear, tear and damage which occurs to the Collateral while located in Mexico.

**H. Condition.** The Collateral is currently in good working order. Mortgagor will at all times keep the Collateral duly registered with the Surface Transportation Board and all other federal and state authorities having jurisdiction, and will not allow such registration at any time to expire, or to be suspended, revoked, cancelled or terminated.

**I. Notice of Changes.** Mortgagor will immediately notify Secured Party of any change occurring in or to the Collateral, of any change in Mortgagor's principal place of business,

chief executive office, or residence, or of any change in any fact or circumstance warranted or represented by Mortgagor to Secured Party, or if any event of default under this Agreement occurs.

**J. Indemnity.** Mortgagor hereby agrees to indemnify and hold Secured Party harmless from and against any and all present and future claims, actions, liabilities, and damages arising in connection with this Agreement, the Indebtedness, or the Collateral, and all costs and expenses (including attorneys' fees) incurred by Secured Party in respect thereof.

**4. Rights of Secured Party.** Mortgagor hereby appoints Secured Party as Mortgagor's attorney-in-fact to do any act which Mortgagor is obligated by this Agreement to do, to exercise all rights of Mortgagor in the Collateral, and to do all things deemed necessary by Secured Party to perfect the Security Interest and preserve, collect, enforce and protect the Collateral and any insurance proceeds thereof, all at Mortgagor's cost and without any obligation on Secured Party so to act, including, but not limited to, transferring title into the name of Secured Party, or its nominee, or receipting for, settling, or otherwise realizing upon the Collateral. Secured Party may, in its discretion, require Mortgagor to give possession or control of the Collateral to Secured Party; take control of the Collateral or proceeds thereof and use cash proceeds to reduce any part of the Indebtedness; require additional Collateral; notify the post office authorities to change the address for delivery of mail to Mortgagor to an address designated by Secured Party and to receive, open, and dispose of mail addressed to Mortgagor; exercise such rights as Mortgagor might exercise relative to the Collateral, including, without limitation, the leasing, chartering, renting or other utilization thereof; give notices to account Mortgagors and other parties liable under the Collateral to make payment directly to Secured Party; renew, extend, or otherwise change the terms and conditions of any of the Collateral or the Indebtedness; compromise, prosecute, or defend any action, claim, or proceeding concerning the Collateral; endorse any checks, draft, documents, or instruments arising in connection with or pertaining to the Collateral; reject as unsatisfactory any property hereafter offered by Mortgagor as Collateral; designate, from time to time, a certain percentage of the Collateral as the loan value and require Mortgagor to maintain the Indebtedness at or below such figure. Secured Party shall not be liable for any act or omission on the part of Secured Party, its officers, agents or employees, except willful misconduct. Secured Party shall not be responsible for any depreciation in the value of the Collateral or for preservation of rights against prior parties. Additionally, and without regard to whether an Event of Default then exists, the Secured Party may, from time to time, and at any time, notify any party who has leased all or any portion of the Collateral, and direct them to make all future payments due under any Lease Agreement directly to the Secured Party for immediate application to the Indebtedness. The foregoing rights and powers of Secured Party may be exercised before or after default and shall be in addition to, and not a limitation upon, any rights and powers of Secured Party given herein or by law, custom, or otherwise.

**5. Events of Default.** Debtor and Mortgagor shall be in default hereunder upon the happening of any of the following events or conditions: (a) any default in the timely payment or performance of the Indebtedness or any part thereof; (b) any failure or refusal of Debtor or the Mortgagor (hereinafter defined) to perform or observe any obligation, covenant, or agreement made or owed by it to Secured Party; (c) any warranty, representation, or statement made or furnished to

Secured Party by or on behalf of Debtor or the Mortgagor proves to have been false in any material respect when made or furnished; (d) any loss, theft, substantial damage, sale, unlawful use, unauthorized transfer, or other deterioration or impairment of the Collateral or any part thereof; (e) the death, incapacity, dissolution, liquidation, merger, consolidation, termination of existence, insolvency, or business failure of Debtor or the Mortgagor, or the appointment of a receiver, trustee, or other legal representative for Debtor or the Mortgagor or any of their respective property, or Debtor or the Mortgagor shall make an assignment for the benefit of its creditors, or proceedings under any bankruptcy or insolvency law shall be commenced by or against Debtor or the Mortgagor; (f) any event which permits the acceleration of the maturity of indebtedness of Debtor or the Mortgagor to others under any indenture, agreement, or undertaking; (g) the making of any levy, attachment, execution, or other process against Debtor or the Mortgagor or any of the Collateral; (h) any judgment shall have been rendered against Debtor or the Mortgagor which remains unpaid for THIRTY (30) days or (j) any default hereunder or the Note and/or the documents evidencing the Indebtedness and/or the documents securing same.

For purposes of this Agreement, the term "Obligated Party" means the Mortgagor, any guarantor, surety, endorser, or other party (other than Debtor) directly or indirectly obligated, primarily or secondarily, for the Indebtedness or any portion thereof.

**6. Remedies of Secured Party upon Default.** When an event of default occurs, and at any time thereafter, Secured Party may declare all or any part of the Indebtedness immediately due and payable and may proceed to enforce payment of the same and to exercise any and all of the rights and remedies provided by the Texas Uniform Commercial Code ("Code"), as well as all other rights and remedies possessed by Secured Party under this Agreement, at law, in equity, or otherwise. Secured Party may also require Mortgagor at Mortgagor's cost to assemble the Collateral and all log books and records relating thereto and make them available to Secured Party at any place to be designated by Secured Party which is reasonably convenient to both parties. For purposes of the notice requirements of the Code, Secured Party and Mortgagor agree that notice given at least FIVE (5) days prior to the related action hereunder is reasonable. Secured Party shall have authority to enter upon any premises upon which the Collateral may be situated, and remove the same therefrom. Expenses of retaking, holding, maintaining, insuring, preparing for sale or lease, selling, leasing, or the like, shall include, without limitation, Secured Party's reasonable attorneys' fees and legal expenses and all such expenses shall be recovered by Secured Party before applying the proceeds from the disposition of the Collateral toward the Indebtedness. Secured Party may use its discretion in applying the proceeds of any disposition of the Collateral. All rights and remedies of Secured Party hereunder are cumulative and may be exercised singly or concurrently. The exercise of any right or remedy will not be a waiver of any other.

## **7. General.**

**A. Waiver by Secured Party.** No waiver by Secured Party of any right hereunder or of any default by Debtor or Obligated Party shall be binding upon Secured Party unless in writing. Failure or delay by Secured Party to exercise any right hereunder or waiver of any default of Debtor or Obligated Party shall not operate as a waiver of any other right, of further exercise of



such rights, or of any further default.

**B. Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, receivers, trustees and assigns where permitted by this Agreement. If this Agreement is signed by more than one Debtor or Obligated Party, each Debtor or Obligated Party shall be jointly and severally liable for all representations, warranties, and agreements hereunder, and all provisions hereof regarding the Indebtedness or the Collateral shall apply to any Indebtedness or Collateral of any or all of them. This Agreement shall constitute a continuing agreement applying to all future as well as existing transactions, such future transactions being contemplated by Debtor or Obligated Party and Secured Party. If all Indebtedness shall at any time be paid in full, this Agreement shall nonetheless remain in full force and effect with respect to any Indebtedness thereafter incurred.

**C. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the applicable laws of the United States of America and is performable in the county where the principal office of Secured Party is located. Except as otherwise provided herein, all terms used herein which are defined in the Code shall have the meanings therein stated.

**D. Notice.** Notice shall be given or sent when mailed postage prepaid to Debtor's, Mortgagor's or Obligated Party's address given above or to Debtor's, Mortgagor's or Obligated Party's most recent address as shown by notice of change of address on file with Secured Party.

**E. Modification.** This Agreement shall not be amended in any way except by a written agreement signed by the parties hereto.

**F. Severability.** The unenforceability of any provision of this Agreement shall not affect the enforceability or validity of any other provision hereof.

**G. Construction.** If there is any conflict between the provisions hereof and the provisions of the Indebtedness, the latter shall control. The captions herein are for convenience of reference only and not for definition or interpretation.

**H. Waiver.** Debtor, Mortgagor and any other Obligated Party hereby waives presentment demand, notice of intent to demand, notice of dishonor, protest, notice of acceleration, notice of intent to accelerate, and notice of protest, and all other notices with respect to collection, or acceleration of maturity, of the Collateral and the Indebtedness.

**I. Additional Terms.** All annexes and schedules attached hereto, if any, are hereby made a part hereof.

**J. ENTIRE AGREEMENT.** THIS AGREEMENT AND ALL OTHER

INSTRUMENTS, DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS AGREEMENT EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THIS AMENDMENT, AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO.

**K. Counterparts.** This Agreement can be in any number of counterparts each of which shall be deemed an original for purposes of enforcing the same and production of any original other than the original to be produced need not be required.

MORTGAGORS:

Warner W. Abel, Jr.

Warner W. Abel, Jr.

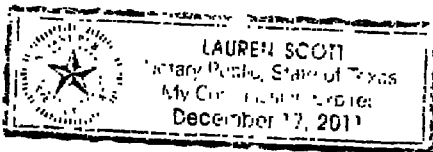
STATE OF Texas §

COUNTY OF Montgomery §

On this 27 day of January, 2009, before me personally appeared Warner W. Abel, Jr., who being by me duly sworn, says that his execution of the foregoing instrument was and is his free act and deed.

Lauren Scott

Notary Public, the State of Texas



Kathryn A. Abel

Kathryn A. Abel

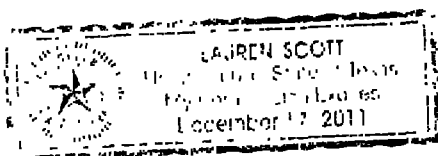
STATE OF TEXAS §

COUNTY OF Montgomery §  
HARRIS §

On this 27 day of January, 2009, before me personally appeared Kathryn A. Abel, who being by me duly sworn, says that his execution of the foregoing instrument was and is his free act and deed.

Lauren Scott

Notary Public, the State of Texas



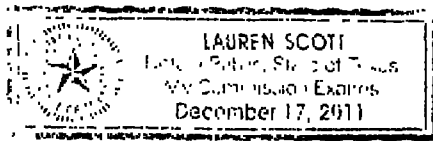
DEBTOR:

GLNX Corporation

By: Warner W. Abel  
Warner W. Abel, President

STATE OF TEXAS §  
COUNTY OF ~~HARRIS~~ MEYER §  
§

On this 22 day of January, 2009, before me personally appeared Warner W. Abel, President of GLNX Corporation, who being by me duly sworn, says that he is the President GLNX Corporation, that said instrument was signed on behalf of said GLNX Corporation, by authority of its board of directors and he acknowledged that execution of the foregoing instrument was the free act and deed of GLNX Corporation.



Lauren Scott  
Notary Public, the State of Texas

SECURED PARTY:

Green Bank, N.A.

By: 

David Martin, a Senior Vice President

STATE OF TEXAS

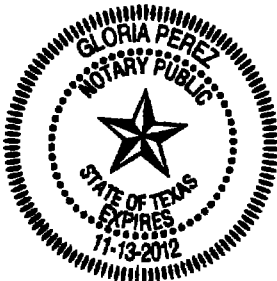
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§

COUNTY OF HARRIS

§

On this 11 day of August, 2009, before me personally appeared David Martin, to me personally known, who being by me duly sworn, says that he is a Senior Vice President, Commercial Banking of Green Bank, N.A., that said instrument was signed on behalf of said Green Bank, N.A., by authority of its board of directors and he acknowledged that execution of the foregoing instrument was the free act and deed of Green Bank, N.A.



  
Notary Public, the State of Texas

# **EXHIBIT “A”**

## **COLLATERAL**

### **Rail cars owned by GLNX Corporation**

1.	GLNX	21000
2.	GLNX	21005
3.	GLNX	21006
4.	GLNX	21008
5.	GLNX	21009
6.	GLNX	21010
7.	GLNX	21011
8.	GLNX	21012
9.	GLNX	21013
10.	GLNX	21022
11.	GLNX	21023
12.	GLNX	21025
13.	GLNX	21026
14.	GLNX	21034
15.	GLNX	21035
16.	GLNX	21036
17.	GLNX	21038
18.	GLNX	21039
19.	GLNX	21041
20.	GLNX	3620
21.	GLNX	23102
22.	GLNX	23103
23.	GLNX	23104
24.	GLNX	23105
25.	GLNX	23106
26.	GLNX	23107
27.	GLNX	23108
28.	GLNX	23109
29.	GLNX	23110
30.	GLNX	23111
31.	GLNX	23112
32.	GLNX	23113
33.	GLNX	23114
34.	GLNX	23118
35.	GLNX	23119
36.	GLNX	23121
37.	GLNX	23122

38.	GLNX	23123
39.	GLNX	23124
40.	GLNX	23125
41.	GLNX	23126
42.	GLNX	23127
43.	GLNX	23128
44.	GLNX	23129
45.	GLNX	23130
46.	GLNX	23131
47.	GLNX	23132
48.	GLNX	23133
49.	GLNX	23134
50.	GLNX	23135
51.	GLNX	23136
52.	GLNX	23137
53.	GLNX	23138
54.	GLNX	23139
55.	GLNX	23142
56.	GLNX	23143
57.	GLNX	23144
58.	GLNX	23145
59.	GLNX	23146
60.	GLNX	23147
61.	GLNX	23148
62.	GLNX	23149
63.	GLNX	23184
64.	GLNX	23185
65.	GLNX	23187
66.	GLNX	23188
67.	GLNX	23189
68.	GLNX	23190
69.	GLNX	23191
70.	GLNX	23192
71.	GLNX	23193
72.	GLNX	23195
73.	GLNX	23196
74.	GLNX	23197
75.	GLNX	23199
76.	GLNX	23206
77.	GLNX	23207
78.	GLNX	23209
79.	GLNX	23210
80.	GLNX	23211
81.	GLNX	23212
82.	GLNX	23215

83.	GLNX	23216
84.	GLNX	23217
85.	GLNX	23218
86.	GLNX	23220
87.	GLNX	23221
88.	GLNX	23224
89.	GLNX	23232
90.	GLNX	23236
91.	GLNX	23238
92.	GLNX	23239
93.	GLNX	23241
94.	GLNX	23242
95.	GLNX	23245
96.	GLNX	23246
97.	GLNX	23247
98.	GLNX	23248
99.	GLNX	24130
100.	GLNX	24131
101.	GLNX	24132
102.	GLNX	24133
103.	GLNX	24135
104.	GLNX	24136
105.	GLNX	24137
106.	GLNX	24138
107.	GLNX	24139
108.	GLNX	24140
109.	GLNX	24141
110.	GLNX	24142
111.	GLNX	24143
112.	GLNX	24144
113.	GLNX	24145
114.	GLNX	24146
115.	GLNX	24147
116.	GLNX	24148
117.	GLNX	24150
118.	GLNX	24151
119.	GLNX	24152
120.	GLNX	24153
121.	GLNX	24154
122.	GLNX	24155
123.	GLNX	24156
124.	GLNX	24157
125.	GLNX	24158
126.	GLNX	24159
127.	GLNX	24160

128.	GLNX	24162
129.	GLNX	24163
130.	GLNX	24164
131.	GLNX	24165
132.	GLNX	24167
133.	GLNX	24168
134.	GLNX	24169
135.	GLNX	24170
136.	GLNX	24171
137.	GLNX	24172
138.	GLNX	24173
139.	GLNX	24174
140.	GLNX	24176
141.	GLNX	24177
142.	GLNX	24178
143.	GLNX	24179
144.	GLNX	86014
145.	GLNX	86015
146.	GLNX	86016
147.	GLNX	86017
148.	GLNX	86019
149.	GLNX	86020
150.	GLNX	86024
151.	GLNX	86028
152.	GLNX	86029
153.	GLNX	86030
154.	GLNX	86031
155.	GLNX	86035
156.	GLNX	86049
157.	GLNX	86050
158.	GLNX	86060
159.	GLNX	86062
160.	GLNX	86075
161.	GLNX	86077
162.	GLNX	86084
163.	GLNX	86085
164.	GLNX	86095
165.	GLNX	86098
166.	GLNX	86101
167.	GLNX	86102
168.	GLNX	86105
169.	GLNX	86106
170.	GLNX	86108
171.	GLNX	86110
172.	GLNX	86111



173.	GLNX	86112
174.	GLNX	86113
175.	GLNX	86114
176.	GLNX	86115
177.	GLNX	86116
178.	GLNX	86117
179.	GLNX	86118
180.	GLNX	86119
181.	GLNX	86126
182.	GLNX	86130
183.	GLNX	86132
184.	GLNX	86133
185.	GLNX	86135
186.	GLNX	86136
187.	GLNX	86137
188.	GLNX	86141
189.	GLNX	86142
190.	GLNX	86144
191.	GLNX	86149
192.	GLNX	86150
193.	GLNX	86153
194.	GLNX	86155
195.	GLNX	86158
196.	GLNX	86161
197.	GLNX	86164
198.	GLNX	86167
199.	GLNX	86174
200.	GLNX	86175
201.	GLNX	86176
202.	GLNX	86179
203.	GLNX	86181
204.	GLNX	86185
205.	GLNX	86187
206.	GLNX	86195
207.	GLNX	86196
208.	GLNX	86197
209.	GLNX	86199
210.	GLNX	86200
211.	GLNX	86201
212.	GLNX	86202
213.	GLNX	86203
214.	GLNX	86204
215.	GLNX	86207
216.	GLNX	86211
217.	GLNX	86213

218.	GLNX	86214
219.	GLNX	86215
220.	GLNX	86216
221.	GLNX	86217
222.	GLNX	86219
223.	GLNX	86222
224.	GLNX	86224
225.	GLNX	86227
226.	GLNX	86230
227.	GLNX	86231
228.	GLNX	86239
229.	GLNX	86245
230.	GLNX	86251
231.	GLNX	86253
232.	GLNX	86261
233.	GLNX	86282
234.	GLNX	86298
235.	GLNX	86300
236.	GLNX	86303
237.	GLNX	86304
238.	GLNX	86305
239.	GLNX	86324
240.	GLNX	86326
241.	GLNX	86328
242.	GLNX	86359
243.	GLNX	381
244.	GLNX	3406
245.	GLNX	3409
246.	GLNX	3419
247.	GLNX	3428
248.	GLNX	3439
249.	GLNX	3443
250.	GLNX	34030
251.	GLNX	34113
252.	GLNX	34118
253.	GLNX	34119
254.	GLNX	34120
255.	GLNX	34122
256.	GLNX	34123
257.	GLNX	34124
258.	GLNX	34125
259.	GLNX	34126
260.	GLNX	34127
261.	GLNX	34128
262.	GLNX	34129

263.	GLNX	34130
264.	GLNX	34131
265.	GLNX	34132
266.	GLNX	34133
267.	GLNX	34134
268.	GLNX	34135
269.	GLNX	34136
270.	GLNX	34137
271.	GLNX	34138
272.	GLNX	34139
273.	GLNX	34140
274.	GLNX	34141
275.	GLNX	34143
276.	GLNX	34144
277.	GLNX	34145
278.	GLNX	34147
279.	GLNX	34148
280.	GLNX	34149
281.	GLNX	34150
282.	GLNX	34151
283.	GLNX	34152
284.	GLNX	34153
285.	GLNX	34154
286.	GLNX	34307
287.	GLNX	34308
288.	GLNX	34309
289.	GLNX	34310
290.	GLNX	34311
291.	GLNX	34312
292.	GLNX	34313
293.	GLNX	34314
294.	GLNX	34315
295.	GLNX	34316
296.	GLNX	34317
297.	GLNX	34319
298.	GLNX	34320
299.	GLNX	34321
300.	GLNX	34322

**Tank cars owned by the Guarantor and pledged to Citibank**

**31 cars owned by Jim Graves**

301.	GLNX	385
302.	GLNX	32800
303.	GLNX	32803
304.	GLNX	33000
305.	GLNX	33001
306.	GLNX	33002
307.	GLNX	33003
308.	GLNX	33004
309.	GLNX	33005
310.	GLNX	33006
311.	GLNX	33007
312.	GLNX	33008
313.	GLNX	33009
314.	GLNX	33010
315.	GLNX	33011
316.	GLNX	33012
317.	GLNX	33013
318.	GLNX	33014
319.	GLNX	33015
320.	GLNX	33016
321.	GLNX	33017
322.	GLNX	33018
323.	GLNX	34231
324.	GLNX	34232
325.	GLNX	34233
326.	GLNX	34234
327.	GLNX	34235
328.	GLNX	34236
329.	GLNX	34237
330.	GLNX	34238
331.	GLNX	34239

**9 cars owned by Warner Abel**

332.	GLNX	32806
333.	GLNX	32807
334.	GLNX	33026
335.	GLNX	33027
336.	GLNX	33028
337.	GLNX	33029
338.	GLNX	33030
339.	GLNX	33031
340.	GLNX	33032